

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**Juma Gulzar, and  
All Other Similarly Situated  
Plaintiffs,**

**v.**

**Arfiana Eagles, Inc.; Kayam  
Ventures, L.L.C.; Lokhandwala  
Investment Group, LLC; Aziz  
Kasambhai Prasla; Mehrim Aziz  
Prasla; and, Sultan Alibhai Momin  
Defendants.**

**Civil Action  
File No. 4:14-cv-01088**

**JURY DEMANDED**

**JOINT MOTION FOR APPROVAL OF  
FLSA SETTLEMENT AND DISMISSAL WITH PREJUDICE**

COME NOW, Plaintiff Juma Gulzar, and Defendants Arfiana Eagles, Inc., Kayam Ventures, L.L.C.; Lokhandwala Investment Group. L.L.C.; Aziz Kasambhai Prasla; Mehrim Aziz Prasla; and Sultan Alibhai Momim, and file this Joint Motion for Approval of Settlement and Dismissal with Prejudice, and state as follows:

Plaintiff filed this action before this Court (the “FLSA Case”) on behalf of himself and others similarly situated on April 20, 2014, claiming that he was not properly paid for his overtime hours of work and seeking unpaid wages under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §201 et seq. (Dkt. No. 1). No other plaintiffs have joined the lawsuit.

After some negotiation, Plaintiff has resolved his claims against Defendant and has entered into a Settlement Agreement releasing all of his claims against Defendants. A copy of the Settlement Agreement between Defendants and Plaintiff is attached as Exhibit 1 to this Motion. No one else has joined or attempted to join this case as a plaintiff. The Settlement

Agreement only binds and affects the rights of the Plaintiff and Defendants, and the Settlement Agreement does not purport to affect the right of any person not party to it.

Either this Court or the Department of Labor must approve the settlement of Plaintiff's FLSA claims in order for the settlement of those claims to be valid. *See Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350, 1353 (11th Cir. 1982). The parties and their counsel agree that the Settlement Agreement is fair, equitable, and in the best interest of each as it allows them to resolve bona fide disputes of law and fact, such as the number of hours purportedly worked by Plaintiff, and the amount of unpaid overtime wages.

The Settlement Agreement permits Plaintiff to receive compensation without the risk of an adverse judgment, necessity or delay of trial and possible appeals and enables Defendants to limit their legal expenses. Plaintiff and the Defendants voluntarily and willingly approve the Settlement Agreement, with the advice of their respective counsel, and all parties understand the meaning and effect of their actions in executing the Settlement Agreement. Plaintiff's counsel has agreed that the amounts paid under the Settlement Agreement include full payment for Plaintiff's attorneys' fees and costs.

The parties further agree that upon the Court's approval of the Settlement Agreement, all of the claims in the pending lawsuit will be disposed, and thus this action should be dismissed with prejudice upon such approval.

### **PRAYER**

WHEREFORE, the parties respectfully request that the Court approve the Settlement Agreement and dismiss this action with prejudice.

Respectfully submitted,

TRAN LAW FIRM, L.L.P.

By: /S/ Trang Q. Tran

Trang Q. Tran

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**ATTORNEYS FOR DEFENDANTS**

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing was forwarded on January 12, 2015, in the following manner to:

**VIA ELECTRONIC MAIL**

Salar Ali Ahmed  
7322 Southwest Frwy., Suite 1920  
Houston, Texas 77074  
Telephone: (713) 223-1300  
Facsimile: (713) 255-0013

/S/Jessica Delancy

Jessica Delancy